

LEASE

THIS LEASE ("Lease") is entered into by and between the County of San Luis Obispo, a public entity in the State of California, hereinafter referred to as "County" and Creston Activity Town Center- Helping Hand, (also known as the CATCH Fund), a non-profit 501(c)(3) charitable organization, hereinafter referred to as "Lessee".

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **PREMISES:** County hereby leases to Lessee, and Lessee hereby hires and takes from County, for the term and upon the conditions hereinafter set forth, certain real property hereinafter referred to as the "Premises", located at 5110 Swayze Street in Creston, CA and consisting of approximately 2.3 acres (APN 043-091-051), as shown in Exhibit "A" attached hereto and incorporated by reference herein. Premises shall include the existing firehouse, community garden, picnic area, and two modular units.

2. **RENTAL:** In lieu of monetary rent, consideration for this Lease shall be the fulfillment of the terms of the Lease, including the construction, operation, repair, and maintenance of a community building on the Premises. The County shall not be responsible for any costs related to this Lease.

3. **USE OF PREMISES:** Lessee shall improve, manage and maintain the Premises for the primary purpose of operating a public meeting place and community center in the existing firehouse building and to maintain and manage the existing community garden as a public park area. In the event said Premises cease to be used or made available for such public purposes during the term hereof, as determined by County General Services Agency Director ("Director"), this Agreement shall immediately and automatically terminate.

Lessee agrees that no representation, except such as are contained herein, have been made to Lessee respecting the condition of the Premises. The taking possession of the Premises by Lessee shall be conclusive evidence as against Lessee that the Premises were in acceptable and satisfactory condition when possession of the same was so taken; and Lessee shall, at the termination of this Agreement, by lapse of time or otherwise, return the Premises to County in as good or better condition, ordinary wear excepted.

Lessee shall operate the Premises in accordance with the following terms and conditions:

A. **Lessee's Nonprofit Activities:** Lessee shall have the right to use the community center and community garden for its own nonprofit activities on an occasional basis, which is consistent with County

policy, and subject to the approval of the Director. Lessee may use the modular units for office space or storage to accommodate Lessee's management of the Premises, subject to Paragraph 5. Lessee may share space in the modular units with other Creston nonprofit organizations provided it does not interfere with the community's use of the community center or community garden. All use of the community building and community garden shall be restricted to temporary events, and no exclusive use of the community center or community garden shall be allowed for any other purpose or for storage of materials that serve specific individuals, organizations, or programs other than those that are essential to the operation of the Premises in general.

B. Social Functions: Lessee shall have the right to make Premises available to other non-profit agencies or community groups and individuals to conduct activities and social functions on an occasional basis, which are consistent with County policy, subject to the approval of the Director. Lessee may establish a reservation policy and may charge reasonable fees for rental of said Premises, and Lessee may retain all fees so charged and collected to include but not limited to the defrayment of Premises operation and maintenance costs. Lessee may impose deposits to ensure protection of physical property, cleanliness, and security of Premises, and may require renters to obtain any professional services deemed necessary by Lessee as steward of Premises (e.g. professional cleaning services, professional security services, etc.). Alcoholic beverages may only be served by Lessee, caterers or others in conjunction with special events (i.e., weddings, receptions, festivals, concerts, fundraisers, etc.) subject to all permits required by law first being obtained by Lessee, caterers, or others.

C. Election Days: It is understood by and between the parties hereto that the Premises shall be available to County at no cost on primary election days, general election days, and special election days. Lessee shall not rent the Premises on said days without prior written approval from the Director.

D. Inventory: County-owned personal property provided to Lessee, if any, shall be identified by Lessee and County in writing. Lessee may utilize said property and shall assume full responsibility for property, at Lessee's sole cost and expense. At termination of Lease, Lessee shall surrender said property to County in same condition, ordinary wear excepted. With the prior written approval from the Director, County-owned personal property may be removed from the Premises or destroyed.

4. TERM: The term of this lease shall be THIRTY (30) YEARS, starting upon the date signed by the County Board of Supervisors ("Lease Commencement Date"). This term may be extended for two additional ten (10) year terms upon mutual agreement of the parties. Each extension shall require advance written notice from Lessee to County no sooner than 180 days and no later than 90 days prior to expiration and shall be effective upon written approval by County's General Services Agency Director ("Director").

This Lease is contingent upon Lessee completing renovation of the existing firehouse as a community center with no less than a public meeting room and bathrooms which comply with the Americans with Disabilities Act of 1990, 42 U.S.C. sect. 12101 et seq. ("ADA"), and opening the building to the public within THREE (3) YEARS from the Lease Commencement Date, subject to County approvals required in Paragraph 5. Should Lessee not meet the foregoing contingencies, or the conditions hereinafter set forth, this Lease shall be voidable by County at its option.

5. DESIGN AND CONSTRUCTION OF IMPROVEMENTS: Lessee accepts the Premises in an "AS IS" condition, without any representations, express or implied, as to the condition, suitability, usefulness, merchantability, fitness for particular purpose, or otherwise, of the improvements. The County makes no warranty as to the condition of the improvements, and does not warrant that the improvements comply with federal, state, or local laws, rules, and regulations. Lessee acknowledges that its use of the modular units and other structures and areas at the Premises may necessitate ADA and/or seismic retrofit alterations, among others, to comply with local, state and federal building codes and laws, which alterations shall be at Lessee's sole cost and expense.

Lessee shall have the right to remodel and construct building(s) and related improvements on the Premises at Lessee's sole cost and expense. No facility, sign, except where a sign is exempted from permit requirements by Section 23.04.306(2) of the San Luis Obispo County Code, or improvement of any type, excluding the selection and installation of plant materials, however, shall be constructed or located on the Premises unless and until the design, location, and the type of any and all proposed construction materials have been expressly approved in writing by the Director. No improvements, excluding the selection and installation of plant materials, shall be made until a construction schedule for improvements on the Premises is submitted to the Director at least five working days in advance of scheduled construction. Each party shall cooperate with the other if field conditions require minor changes to the Development Plan. Lessee shall be responsible for the monitoring of all activity during Lessee's use of the Premises, and shall comply with all such rules and regulations necessary to protect the health, safety, and welfare of the public therein.

In the design and construction of the improvements to the Premises, the following shall apply:

A. Lessee's use of said Premises, including, without limitation, the development of the community center, is subject to all statutes, ordinances and regulations, including, without limitation, those relating to land use and zoning now or hereafter applicable to the Premises, and to all covenants, easements, reservations and restrictions of record applicable to the Premises. Lessee, agent or contractor will be solely

responsible for securing all permits, adherence to regulations and dealings with the County of San Luis Obispo Planning and Building Department, or other appropriate agencies, for construction on the Premises.

B. Lessee shall be responsible for installing and maintaining landscaping and sprinkler systems on the Premises including, without limitation, spraying, trimming, watering, and replanting trees and shrubs. All utilities to the Premises shall be maintained or improved at Lessee's sole cost and expense. Said utilities shall include, but not be limited to, water, septic, electricity, propane and telephone.

C. Lessee shall install site improvements to provide adequate ingress and egress, and parking for all proposed improvements, which improvements shall comply with the ADA and all applicable laws at Lessee's sole cost and expense. All improvements shall be maintained and repaired by Lessee at Lessee's sole cost and expense.

D. Lessee shall be responsible for obtaining any required environmental determinations for Lessee's improvements from the appropriate agency(s). If an EIR or other environmental review is needed, Lessee shall comply at Lessee's sole cost and expense. Lessee shall be responsible for any and all environmental mitigation at Lessee's sole cost and expense.

Lessee shall construct the proposed improvements at Lessee's sole cost and expense. Lessee shall seek and obtain its own legal advice with regard to the possible applicability of State or Federal wage regulations and other labor laws, or other laws.

6. OWNERSHIP OF IMPROVEMENTS: Title to improvements on the Premises at the commencement of this Lease shall be in County. The ownership of all approved improvements constructed by the Lessee during the term of this Lease shall remain in Lessee until expiration of the term of this Lease.

At the expiration or earlier termination of this Lease, all permanent structures, alterations, modifications, or improvements upon the Premises, whether made by County or Lessee shall, absent any agreement between the County and Lessee to the contrary, or unless County otherwise elects, which election shall be made by giving a notice in writing not less than ninety (90) days prior to the expiration or other termination of this Lease, become County property free and clear of all claims to or against the improvements by Lessee or any third person, and Lessee shall defend and indemnify the County against all liability and loss arising from such claims or from the County's exercise of the rights conferred by this paragraph, and County shall be responsible for the removal of said improvements.

In the event County elects not to take ownership of the permanent improvements, County shall notify Lessee to remove any or all of the permanent structures, alterations, modifications, or improvements, and Lessee

shall do so, at Lessee's sole cost and expense, and shall promptly repair any damage caused by such removal in a first class manner. Removal is to be completed no later than six (6) months from the date of said notice or at such further time as County may agree to in writing. In the event Lessee fails to remove any or all of the permanent structures, alterations, modifications , or improvements as required by County, County may remove same and charge Lessee for the cost of such removals and Lessee hereby agrees to pay any and all such costs upon demand.

7. **USE OF LEASED PREMISES:** The Premises and appurtenant improvements shall be used for the primary purpose of operating a public meeting place and community center in the existing firehouse building and to maintain and manage the existing community garden as a public park area. Lessee shall not have the right to utilize said facility as a commercial office structure or for any other purpose without the prior written approval of the County.

8. **UTILITIES:** Lessee shall pay during the term of this Lease all charges for all utility services used on the Premises including, without limitation, trash pick-up, telephone, water, septic, propane and electric services.

9. **INSURANCE:** Lessee shall obtain and maintain insurance for the entire term of the Lease and Lessee shall have no access to the property under this Lease until after it has obtained insurance complying with the provisions of this paragraph, delivered a certified copy of each insurance policy to the County, and obtained County approval of all such policies. Said policies shall be issued by companies authorized to do business in the State of California, or otherwise approved by the County Risk Manager. Lessee shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:

A. **Comprehensive Liability Insurance:** Lessee shall maintain in full force and effect for the period covered by this Lease, comprehensive liability insurance. This insurance shall include, but shall not be limited to, comprehensive general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Lessee's operations in the performance of this Lease, including, without limitation, acts involving vehicles. The policy shall provide not less than single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage in the total amount of One Million Dollars (\$1,000,000). The following endorsements must be attached to the policy:

(1) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".

(2) The policy must cover personal injury as well as bodily injury.

(3) Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.

B. Workers' Compensation Insurance: In accordance with the provisions of sections 3700 of the California Labor Code, et seq., if Lessee has any employees, Lessee is required to be insured against liability for workers' compensation or to undertake self insurance for the entire term of this Lease.

C. Additional Insureds to be Covered: The professional liability and comprehensive liability policies shall name the "County of San Luis Obispo, its officers and employees" as additional insureds. The policy shall provide that the Lessee's insurance will operate as primary insurance and that no other insurance maintained by the County, or additional insureds will be called upon to contribute to a loss hereunder.

D. Certification of Coverage: At Lease Commencement, Lessee shall furnish County with the following for each insurance policy required to be maintained by this Lease:

(1) A copy of the Certificate of Insurance shall be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.

(2) A copy of the Lessee's Workers' Compensation policy need not be provided, but a copy of proof of coverage does need to be provided.

(3) Upon further written request, the Lessee shall provide a copy of the entire insurance policy and not just the "face sheet" or proof of coverage.

(4) Approval of Insurance by County shall not relieve or decrease the extent to which the Lessee may be held responsible for payment of damages resulting from Lessee's services or operations pursuant to this Lease. Further, County's act of acceptance of an insurance policy does not waive or relieve Lessee's obligations to provide the insurance coverage required by the specific written provisions of this Lease.

E. Effect of Failure or Refusal: If Lessee fails or refuses to procure or maintain the insurance required by this Lease, or fails or refuses to furnish County with the certifications required by subparagraph (D) above, County shall have the right, at its option, to forthwith terminate the Lease for cause. Lessee shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises, as set forth above.

10. INDEMNIFICATION: Lessee shall defend, indemnify and hold harmless the County, its officers and employees from any and all claims and demands, costs, expenses, judgments, attorney fees or liabilities that may

be asserted by any person or entity that arise out of or in connection with the acts or omissions relating to the performance of any obligation or duty provided for or relating (directly or indirectly) to this Lease, the tenancy created under this Lease, or the Premises hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Lessee, or its agents, employees or other independent contractors directly responsible to Lessee, including, but not limited to, the following:

- A. Violation of statute, ordinance, or regulation.
- B. Professional malpractice.
- C. Willful, intentional or other wrongful acts, or failures to act.
- D. Negligence or recklessness.
- E. Furnishing of defective or dangerous products.
- F. Premises liability.
- G. Strict liability.
- H. Inverse Condemnation.
- I. Violation of civil rights.
- J. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting sales or payroll taxes, when the Permittee is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

11. MAINTENANCE OF PREMISES: Lessee, at Lessee's sole cost and expense, shall maintain and keep the Premises and every structural portion thereof in a good state of repair during the Lease term and shall not, at any time, commit or suffer to be committed any waste, nuisance, or unlawful act thereon. Should Lessee fail or neglect to make repairs as necessary to protect the health, safety, or welfare of individuals using

the Premises, County may, after reasonable notice to Lessee make said repair and charge Lessee for same.

Lessee shall adhere to the requirements of the permit issued to the County of San Luis Obispo by the Regional Water Quality Control Board (RWQCB) that governs stormwater and non-stormwater discharges. Activities performed on the Premises shall conform to the permit, and Lessee shall adhere to Best Management Practices (BMPs) attached as Exhibit "B", or to future BMPs required by the RWQCB. Lessee shall allow County to inspect the Premises to verify compliance with BMPs and will cooperate with County to fulfill the reporting requirements of the RWQCB.

12. PROVIDING OF SERVICES: It is distinctly and particularly understood and agreed between the parties hereto that County is in no way associated or otherwise connected with the actual performance of this Lease on the part of Lessee nor as to the employment of labor or the incurring of other expenses; that Lessee is an independent contractor in the performance of each and every part of this Lease and solely and personally liable for any and all damages which may be occasioned on account of the operation of this Lease, whether the same be for personal injury or damages of any other kind.

Lessee does, because of Lessee's status as an independent contractor, hereby agree to forebear from making any claims against the County pursuant to any Federal or State laws providing for employee's liability compensation for personal injury or unemployment compensation.

13. LAWS: Lessee shall, at its sole cost and expense, comply with all the requirements of all local, municipal, County, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, and shall faithfully observe in the use of the Premises all local, municipal and County ordinances and State and Federal statutes, rules, and regulations now in force or which may be hereafter in force. The judgment of any court of competent jurisdiction or the admission of Lessee in any action or proceeding against Lessee, whether County be a party thereto or not, that Lessee has violated any such ordinance, statute, rules or regulations in the use of the Premises shall be conclusive of the fact as between County and Lessee and may be grounds for termination of this Lease by County.

This Lease has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Lease shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Lease.

14. SMOKING ORDINANCE: Lessee shall comply with any County smoking ordinance,

including that which may apply to County-owned land, and may request written approval of a designated smoking area by the County Public Health Director if permitted by law.

15. **ASSIGNMENT AND DEFAULT:** Lessee shall not assign this Lease, nor sublet the whole or any part of the Premises. Any attempt to do so shall be void, shall confer no rights on any third party, and shall be good cause for cancellation of this Lease by County at its option. This Lease shall not be assignable by operation of the law.

Should Lessee violate any of the terms or conditions hereof, County may, thirty (30) days after giving written notice of said violation to Lessee, terminate this Lease and re-enter the Premises and remove all persons therefrom.

16. **SURRENDER:** Lessee hereby acknowledges that should Lessee disband, or upon expiration of the term of this Lease, through default or otherwise, Lessee shall remove Lessee's personal property and shall leave the Premises in good condition. Thereafter County shall not be under any obligation to operate the Premises or provide any of the services mentioned herein.

17. **INSPECTION OF PREMISES:** County reserves the right at any reasonable time to inspect, investigate and survey the Premises as deemed necessary by County, and the right to do any and all work of any nature for the preservation and maintenance of permanent improvements thereon.

18. **NON-DISCRIMINATION:** Lessee shall not discriminate against any person or class of persons by reason of race, color, creed, sex or national origin in the use of the Premises.

19. **TERMINATION:** In the event that Lessee discontinues the services as described in Paragraph 7 of this Lease during the term hereof, then this Lease shall immediately terminate, at the option of County, and Lessee agrees to remove Lessee's personal property and to leave the Premises and any permanent improvements thereon, in good condition as determined by the sole discretion and to the complete satisfaction of County.

20. **SAFETY:** Lessee shall immediately correct any unsafe condition of Premises, as well as any unsafe practices occurring thereon. Lessee shall obtain emergency medical care for any member of the public who is in need thereof because of illness or injury occurring on the Premises. Lessee shall operate Premises in a manner to protect the health, safety, and welfare of the general public.

21. **DESTRUCTION OF PREMISES:** In the event the facility shall be totally or partially destroyed by fire, earthquake, flood, storms, war, insurrection, riot, public disorder or casualty, Lessee shall restore the facility and this Lease shall continue in full force and effect.

22. **CONDEMNATION:** If the whole of the Premises shall be taken or condemned by any

competent authority under power of eminent domain for a public or a quasi-public use or purpose, then the leasehold estate hereby created shall cease and terminate as of the date actual physical possession of the leased Premises is taken by the condemner. All compensation and damages awarded for such total taking shall belong to and be the sole property of County, provided, however, that Lessee shall be entitled to receive any award for the taking of or damage to Lessee's equipment, fixtures, or any permanent improvements made by Lessee to the Premises.

In the event that there shall be a partial taking of the leased Premises during the Lease term under the power of eminent domain, this Lease shall terminate as to the portion of the leased Premises so taken on the date when actual physical possession of said portion is taken by the condemner, but this Lease shall at Lessee's option, continue in force and effect as to the remainder of the Premises.

In the event of such partial taking, all compensation and damages for such partial taking shall belong to and be the sole property of County, provided, however, that Lessee shall be entitled to receive any award made for the taking of, or damage to, Lessee's equipment, fixtures, and any permanent improvements made by Lessee to the Premises which Lessee owns or would have had, but for the condemnation, the right to remove on expiration or sooner termination of this Lease. In the event that this Lease is continued as to the portion of the Premises not condemned, any award made or alterations, modifications or repairs which may be reasonably required in order to place the remaining portion of the Premises not taken in a suitable condition for the continuance of Lessee's tenancy shall belong to and be the sole property of Lessee, with the exception of any permanent improvements.

23. HOLDING OVER: In the event that Lessee shall hold over after expiration of the Lease term or any extension or renewal thereof, with the consent, express or implied, of County, such holding over shall be deemed merely a tenancy from month-to-month on the terms, covenants, and conditions, so far as applicable, and subject to the same exceptions and reservations, as herein contained, until such tenancy is terminated in a manner prescribed by law.

24. NOTICES: Any notices, demands, or communication, under or in connection with this Lease, may be served upon County by personal service, or by mailing the same by certified mail in the United States Post Office, postage prepaid, and directed to County at County of San Luis Obispo, General Services Agency, 1087 Santa Rosa Street, San Luis Obispo, California 93408, Attn: Real Property Manager and may likewise be served on Lessee by personal service to Lessee at CATCH Fund, 5110 Swayze Street, Creston, CA 93432 or by so mailing to Lessee at CATCH Fund, P.O. Box 14, Creston, CA 93432. Either County or Lessee may change

such address by notifying the other party in writing as to such new address as Landlord or County may desire used and which address shall continue as the address until further written notice.

25. PROVISIONS DEEMED COVENANTS AND CONDITIONS: County and Lessee agree that all of the provisions hereof are to be construed as covenants and conditions as though the words importing such covenants and conditions are used in each instance, and that all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

26. LICENSE FEES AND TAXES: Lessee shall and does hereby assume responsibility for payment of licenses, fees, taxes, general and special assessments etc., applicable to Lessee's operation on the Premises. This lease may create a possessory interest subject to property taxation and Lessee will pay such taxes, unless Lessee is able to secure its own exemption from said taxes.

27. ENVIRONMENTAL MATTERS/TENANT'S COVENANTS REGARDING HAZARDOUS MATERIALS: Lessee shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations ("Hazardous Materials Laws") relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, UREA formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials" or "TOXIC SUBSTANCES" under such laws, ordinance or regulations (collectively, "Hazardous Materials").

Lessee shall, except in the event of County's sole negligence, indemnify, defend, protect, and hold County, each of County's officers, directors, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by:

(a) The presence in, on, under or about the Premises or discharge in or from the premises of any Hazardous Materials or Lessee's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials, to, in, on, under, about or from the Premises, or

(b) Lessee's failure to comply with any Hazardous Materials Law. Lessee's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith caused by Lessee

and shall survive the expiration or earlier termination of the term of the Lease. For purposes of the release and indemnity provisions hereof, any acts or omissions of County, or by employees, agents, assignees, contractors or subcontractors of County or others acting for or on behalf of County (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to County.

County will remove the existing fuel tank shown on Exhibit "A" ("Fuel Tank") from the Premises and will inspect the Fuel Tank location for Hazardous Materials. County will indemnify and hold harmless Lessee for all claims and liabilities related to Hazardous Materials attributable to the Fuel Tank. Lessee agrees to allow access to the Premises for any Hazardous Materials remediation related to the Fuel Tank.

28. AMERICANS WITH DISABILITIES ACT: Lessee shall be responsible for all alterations necessary to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. sect. 12101 et seq.

29. GENDER HARASSMENT WARRANTY AND LIABILITY: Lessee and all of Lessee's employees and contractors have a contractual obligation to become fully trained and knowledgeable regarding behavior prohibited by law as gender harassment and at all times to comply with and ensure that all persons performing this Lease comply with an appropriate standard of conduct. Any of Lessee's employees or contractors in violation of gender harassment laws shall be liable to the County for all claims, demands, damages, costs, expenses, and attorney's fees incurred by the County as a result of behavior of any of Lessee's personnel performing this Lease.

30. EMPLOYEES OF LESSEE: All employees, agents, assignees and sublessees of Lessee shall be licensed when required by law. All of such employees, agents, assignees and sublessees shall be employees, agents, or assignees of Lessee only and shall not in any instance be, or be construed to be, employees, agents or assignees of County.

31. DRUG FREE WORKPLACE: Lessee and Lessee's employees shall comply with County's policy of a drug free workplace. Neither Lessee nor Lessee's employees shall unlawfully manufacture, distribute, dispense, possess, or use controlled substances, including but not limited to marijuana, heroin, cocaine, methamphetamine, or amphetamines at any of Lessee's facilities or County's facilities or work sites. If any employee of Lessee is found to be under the influence of or in possession of any illegal substance at County's Premises, that employee may not return to any of County's Premises. Further return shall be a breach of contract.

32. NON-EXCLUSIVE RIGHTS: Lessee may not have or enjoy, and may not grant, any exclusive rights of any kind which are forbidden by any applicable and pertinent law, statute, ordinance, rule or regulation

of any governmental entity or agency.

33. **WAIVER:** Any waiver by County of any failure by Lessee to comply with any term or condition hereof shall not be construed to be a waiver by County of any similar or other failure by Lessee to comply with any term or condition hereof.

34. **BREACH:** Notwithstanding any other provisions contained herein, County may cancel and terminate this Lease if Lessee shall fail, neglect or refuse to perform and obey any term or condition set forth in this Lease, after County has given to Lessee written notice of thirty (30) days to do so, unless such failure, neglect or refusal by nature cannot be remedied within thirty (30) days of said notice and Lessee has within thirty (30) days of the notice commenced and does thereafter continue diligent efforts to remedy such failure, neglect or refusal.

35. **SEVERABILITY:** If any term, covenant, condition or provisions of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

This Lease sets forth all of the agreements and understandings of the parties and is not subject to modification except in writing. Additionally, this Lease supersedes any and all agreements executed by the parties prior to the effective date of this Lease.

36. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Lease supersedes all previous Leases and constitutes the entire understanding of the parties hereto. Lessee shall be entitled to no other benefits than those specified herein. No changes, amendments, or modifications shall be effective unless in writing and signed, in advance of the effective date of the change, amendment or modification, by both parties. Lessee specifically acknowledges that in entering into the executing this Lease, Lessee relies solely upon the provisions contained in the Lease and no other Leases or oral discussions prior to entering this Lease.

/////////////////////////////////NOTHING FURTHER PAST THIS POINT EXCEPT SIGNATURES/////////////////////////////////

IN WITNESS WHEREOF, the parties hereto have executed this Lease this ____ day of _____, 2012.

COUNTY OF SAN LUIS OBISPO

LESSEE: Creston Activity Town Center- Helping Hand, a non-profit 501(c)(3) charitable organization

By: _____
Chairperson of the Board of Supervisors

By: Dy Hall
Dy Hall, President

APPROVED BY THE BOARD OF SUPERVISORS

THIS ____ day of _____, 2012.

By: Jan Barrett
Jan Barrett, Treasurer

ATTEST:

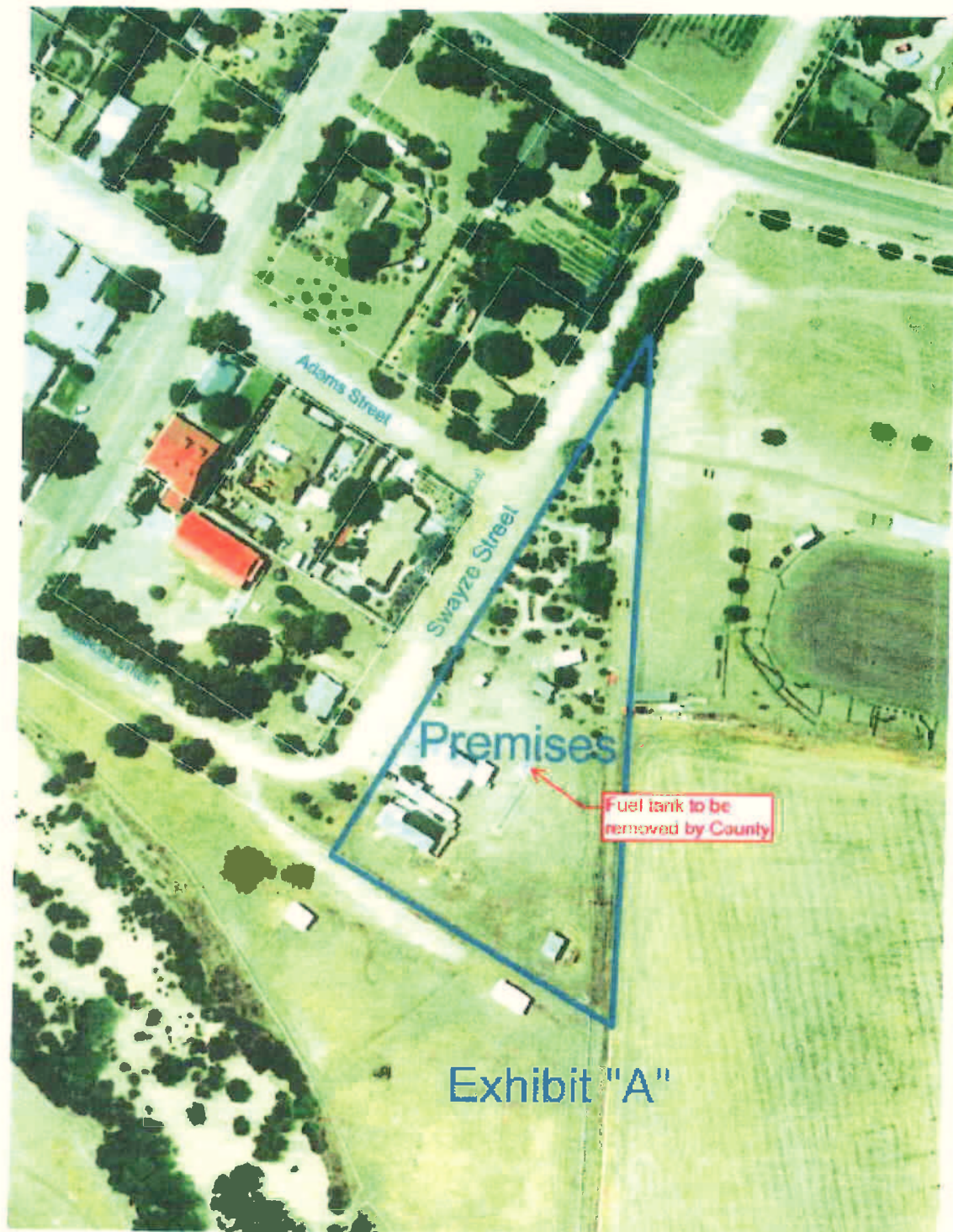
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

WARREN R. JENSEN
County Counsel

By: Warren R. Jensen
Deputy County Counsel

Date: 7/13/12





**San Luis Obispo County General Services Agency
Stormwater Facility Site Inspection Report**

General Information	
Facility Name: Criston CalFire Station Re-Purposed for Community Building Lease	Facility Location or Description: 5110 Swayze Street, Creston
County Facility Code & APN: PZA01 043-081-051	Date of Inspection: January 13, 2012, revised on May 31 st 2012
Inspector's Name(s), Title(s) & Phone: Steve Neer - Associate Capital Project Coordinator, 805.781.5165	Type of Inspection: <input checked="" type="checkbox"/> Regular maintenance <input type="checkbox"/> Pre-storm event: <input type="checkbox"/> During storm event <input type="checkbox"/> Post-storm event
Total Site Area: 1.95 acres (approx.)	Total Parking Area: Undeveloped parking area 10,000 square feet (approx.)
Proximity to Receiving Water: Does the facility discharge directly or adjacent to a 303(d) water body or environmentally sensitive area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Weather Information	
Weather at time of this inspection? <input checked="" type="checkbox"/> Clear <input type="checkbox"/> Cloudy <input type="checkbox"/> Rain <input type="checkbox"/> Sleet <input type="checkbox"/> Fog <input type="checkbox"/> Snowing <input type="checkbox"/> High Winds	
<input type="checkbox"/> Other: _____ Temperature: 65 degrees	
Site Stormwater Management Information	
Is there a chronic history of spills and leaks? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Is there evidence of leaks and drips from equipment and machinery? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If yes, describe: _____
Have any discharges occurred since the last inspection? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If yes, describe: Some diesel fuel was discharged/spilled during operations to disconnected the fuel filling tank and relocate to new Fire Station facility.	Is there a spill prevention and response team? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If yes, describe: County Maintenance provides mobile response to County facilities as required
Are there any discharges at the time of inspection, including non-stormwater related outfall? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If yes, describe: _____	Are appropriate spill containment and cleanup materials kept on site and in convenient locations? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If yes, describe: Community Building Staff would have County GSA respond to spills
Are cleanup procedures for spills followed regularly and correctly? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If yes, describe: cleanup of minor spill fuel has been coordinated with County Staff per BMP and procedure guidelines	Are personnel regularly trained in the use of spill control materials? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If yes, describe: _____

	Site Construction Project Activity	Applicable Activity:	Maint. Required:	Effectiveness of BMP Measures, Corrective Action Needed and Notes:
1	Are all slopes, graded and disturbed areas being worked on properly stabilized?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 01 <input type="checkbox"/> 02 <input type="checkbox"/> 03 <input type="checkbox"/> 04 <input type="checkbox"/> 05
2	Are natural resource areas (streams, wetlands, mature trees, etc.) protected with barriers filtration or other BMP's?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 01 <input type="checkbox"/> 02 <input type="checkbox"/> 03 <input type="checkbox"/> 04 <input type="checkbox"/> 05
3	Are perimeter controls and sediment barriers adequately installed (keyed into substrate) and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 01 <input type="checkbox"/> 02 <input type="checkbox"/> 03 <input type="checkbox"/> 04 <input type="checkbox"/> 05
4	Are storm drain inlets properly protected and are discharge points and receiving waters free of any sediment deposits?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 01 <input type="checkbox"/> 02 <input type="checkbox"/> 03 <input type="checkbox"/> 04 <input type="checkbox"/> 05
5	Is the construction exit preventing sediment from being tracked into the street?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 01 <input type="checkbox"/> 02 <input type="checkbox"/> 03 <input type="checkbox"/> 04 <input type="checkbox"/> 05
6	Are washout facilities (paint, stucco, concrete) available, clearly marked and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 01 <input type="checkbox"/> 02 <input type="checkbox"/> 03 <input type="checkbox"/> 04 <input type="checkbox"/> 05
7	Is trash/limb from work areas collected and placed in covered dumpsters?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 01 <input type="checkbox"/> 02 <input type="checkbox"/> 03 <input type="checkbox"/> 04 <input type="checkbox"/> 05
8	Are materials that are potential stormwater contaminants stored inside or under cover?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 01 <input type="checkbox"/> 02 <input type="checkbox"/> 03 <input type="checkbox"/> 04 <input type="checkbox"/> 05
9	Are non-stormwater discharges (wash water, dewatering) properly controlled?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 01 <input type="checkbox"/> 02 <input type="checkbox"/> 03 <input type="checkbox"/> 04 <input type="checkbox"/> 05

	Material Stored Onsite:	Typical Quantity/Frequency: (ex. - gal/day, lbs/wk)	Is Stored Material Likely to Generate Pollutants?	Corrective Action Needed and Notes:
1			<input type="checkbox"/> Yes <input type="checkbox"/> No	
2			<input type="checkbox"/> Yes <input type="checkbox"/> No	
3			<input type="checkbox"/> Yes <input type="checkbox"/> No	
4			<input type="checkbox"/> Yes <input type="checkbox"/> No	
5			<input type="checkbox"/> Yes <input type="checkbox"/> No	
6			<input type="checkbox"/> Yes <input type="checkbox"/> No	
7			<input type="checkbox"/> Yes <input type="checkbox"/> No	
8			<input type="checkbox"/> Yes <input type="checkbox"/> No	



For Effectiveness of Best Management Practices (BMP's) listed, J1 = No BMP's used and stormwater pollution likely, J2 = Some BMP's used but not effective, J3 = Some BMP's used and moderately effective, J4 = Source control BMP's used and very effective/structure BMP's needed, or J5 All necessary BMP's used and very effective.

Site Activity and BMP (Note: for each typical BMP see SC-11 for Spill Prevention, Control and Cleanup Procedures)		Applicable Activity:	Maint. Required:	Effectiveness of BMP Measures, Corrective Action Needed and Notes:	
A	Vehicle and Equipment Fueling: (Ref. SC-20)	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	U1 Q2 J3 J4 Q5	Diesel Tank originally inspected was relocated to the new Creston Fire Station on Webster Road
	• Are areas free of spills/leaks/trash, shut-off valves installed, spill fighting in fueling - cleanup procedures spill control absorbent materials ready, drains labeled for oil/water separator, sewer, and storm drain. Fuel area cover or overhanging roof?	<input type="checkbox"/> No	<input type="checkbox"/> No		
		<input checked="" type="checkbox"/> N/A			
B	Vehicle and Equipment Washing/Steam Cleaning: (Ref. SC-21)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	Q1 Q2 J3 J4 Q5	
	• Are areas free of spills/leaks/trash, vehicles cleaned at commercial cleaning facility off-site, washing area clearly marked, signs posted that discharges to storm drain not allowed, traps/containers provided, trap of storm drain to prevent discharge of wash water?	<input type="checkbox"/> No	<input type="checkbox"/> No		
		<input checked="" type="checkbox"/> N/A			
C	Vehicle and Equipment Maintenance and Repair: (Ref. SC-22)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	Q1 Q2 J3 J4 Q5	
	• Are areas free of spills/leaks/trash, idle equipment stored under cover, dip pans used for leaking vehicles/equipment, maintenance areas designed to prevent stormwater pollution, signs painted on storm drain inlets to prohibit liquid or solid wastes, covered or roped work area, spill control materials available?	<input type="checkbox"/> No	<input type="checkbox"/> No		
		<input checked="" type="checkbox"/> N/A			
D	Outdoor Loading or Unloading of Materials: (Ref. SC-30)	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	U1 U2 J3 J4 Q5	
	• Are areas free of spills/leaks/trash, materials stored inside when feasible, tracking of dirt on trailer of materials - spill management, spill control materials available, dry sweeping of area, storage containers have lids are in good condition?	<input type="checkbox"/> No	<input type="checkbox"/> No		
		<input checked="" type="checkbox"/> N/A			
E	Outdoor Container Storage of Liquids: (Ref. SC-31)	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	U1 U2 J3 J4 Q5	Diesel Tank originally inspected was relocated to the new Creston Fire Station on Webster Road
	• Are areas free of spills/leaks/trash, liquids stored inside when feasible, tracking of dirt on trailer of liquids - spill management, spill control materials available, storage containers have lids and are in good condition, secondary containment berm or curb?	<input type="checkbox"/> No	<input type="checkbox"/> No		
		<input checked="" type="checkbox"/> N/A			

F	Site Activity and BMP* (*note: for each typical BMP see SC-14 for Spill Prevention, Control and Cleanup Procedures)	Applicable Activity:	Maint. Required:	Effectiveness of BMP Measures, Corrective Action Needed and Notes:	
				Q1 Q2 Q3 Q4 Q5	
	Outdoor Process Equipment Operations and Maintenance: (Ref. SC-32) • Are areas free of spilled materials? Training staff in spill management, spill control materials available secondary containment berm or curb, cover or overhead roof, trash containers provided, labeling of storm drain?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No		
G	Outdoor Storage of Raw Materials: (Ref. SC-33) • Are areas free of spilled materials, materials secured when feasible, outside storage areas covered, loaded over or enclosed, storage containers in good condition with lids, drums in secure storage area?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	U1 U2 U3 U4 U5	
H	Waste Handling and Disposal: (Ref. SC-34) • Are areas free of spilled materials, trash collected and placed in covered dumpsters, storage containers in good condition, recycling containers utilized, areas dry, swept regularly, no hazardous waste materials exposed, secondary containment materials, spill treatment in spill prevention?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	U1 Q2 Q3 Q4 Q5	Waste containers are covered and in good condition.
I	Building and Grounds Maintenance: (Ref. SC-41) • Are areas free of spilled materials, drop cloth used for maintenance, any washing done with storm drain filtration, spill control training and materials available, utilize non-toxic chemicals for maintenance, recyclable cleaning materials, regular dry sweeping?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Q1 Q2 Q3 Q4 Q5	Facility site grounds in need of regular landscape and site maintenance including weed control and maintenance.
J	Parking/Storage Area Maintenance: (Ref. SC-43) • Are areas free of spilled materials, site designed to include vegetated strip, swales or infiltration devices, rooftop drains prevent drainage directly onto paved surfaces, lot includes semi-permeable landscape, trash receptacles provided, dry sweeping and regular painting or sweeping?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Q1 Q2 Q3 Q4 Q5	Unpaved parking area (unpaved), swales and vegetated areas require regular cleanup and maintenance.

Other Comments or Non-Compliance Issues:

Area for information and comments or incidents of non-compliance not described above:
Creston Garbage Station has no municipal storm sewer collection system and groundwater is being retained on the site or directed to Swayze St. Cellar and the County of SLO are in the process of developing and building a new Fire Station 0.5 mile away from this facility on Webster Road. This project site is being repurposed for use as a Community Facility under a County lease. Well water source and preventative maintenance of septic tank and field, condition to be verified. Site has native low ground cover and is very flat with good drainage. Weed assessment control needed along with minor vegetation and debris pick-up. Regular maintenance of landscape and rear yard area recommended. Propane tank in passable painted condition. Waste containers in good condition and with covers. Fuel tank (diesel) photographed during the original inspection has since been relocated and moved to the new Creston Fire Station. Some minor amount of diesel fuel was spilled around the tank during the relocation operations, and County Staff has undertaken spill control measures for cleanup and remediation of the liquid fuel. Reference attached photos of location/site.



SLQ County General Services SWMP Inspection Report, Version 2.0, February, 2011

